



Los Angeles County  
Department of Regional Planning

*Planning for the Challenges Ahead*



Amy J. Bodek, AICP  
Director

Dennis Slavin  
Chief Deputy Director

March 05, 2019

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**AWARD CONTRACT TO PREPARE LOS ANGELES COUNTY  
WIRELESS COMMUNICATION FACILITY ORDINANCE  
(ALL SUPERVISORIAL DISTRICT) (3-VOTES)**

**SUBJECT**

Award a 2-year contract (Contract) to CityScape Consultants, Inc. (Contractor), in the sum not to exceed \$181,500, to prepare the Los Angeles County (County) Wireless Communication Facility (WCF) Ordinance.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the Contract is exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15378 (b) (4) of the CEQA Guidelines.
2. Approve and direct the Chair to sign the attached 2-year contract with the Contractor, effective the day after the Board's approval, with up to 6 month-to-month renewal options with the Maximum Contract Sum (MCS) not to exceed \$181,500 including 10% (\$16,500) contingency, and to suspend work if, in the opinion of the Director of Regional Planning (Director), it is in the best interest of the County.
3. Authorize the Director to approve and execute amendments to incorporate necessary changes to the Contract that do not significantly affect the scope of work or exceed the MCS of \$181,500 including 10% (\$16,500) contingency, and to suspend work if, in the opinion of the Director, it is in the best interest of the County.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will award a contract to CityScape Consultants, Inc. who will assist the Department with moving forward to establish standards and an ordinance regarding Wireless Communication Facilities (WCF).

A WCF is a ground-mounted or structure-mounted antenna with any necessary appurtenance, such as an equipment box. Currently, a WCF is not considered a land use in the County's Planning and Zoning Code (Title 22) so there are no clear development standards established to properly evaluate these cases in the unincorporated areas. Although current federal, state, and court case laws related to WCF have been implemented through Department policy memos, the time to process each application is inefficient and laborious.

Between 2015 and 2017, the number of WCF applications submitted to the Department of Regional Planning (DRP) increased by 364% from 39 to 181. In order to provide effective oversight for this type of use, it is crucial for the County to codify WCF as a land use and to establish appropriate development standards. This Contract will prepare an ordinance amending Title 22 to include WCF.

### **Implementation of Strategic Plan Goals**

The approval of this Contract supports the County's 2016-2021 Strategic Plan Goal II, Foster Vibrant and Resilient Communities, Strategy II.2, Support the Wellness of Our Communities. The Contract allows the County to establish appropriate development standards for WCFs located in the unincorporated areas.

### **FISCAL IMPACT/FINANCING**

The MCS of the Contract is \$181,500 including 10% (\$16,500) contingency, which is based on the work outlined in the Statement of Work and the price quoted by the Contractor. This Contract is being funded by Net County Cost through DRP's Operating Budget for Fiscal Year 2018-2019.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Contract (Attachment) is consistent with all applicable Board mandated provisions, including those pertaining to hiring qualified County employees targeted for layoffs, contractor responsibility and debarment, Child Support program, GAIN/GROW participants, Safely Surrendered Baby Law, and the provisions of Paid Jury Service time for Contractor employees.

This is a non - Prop A contract because the project is highly technical and also temporary in nature. Consequently, there are no departmental employee relations issues and the contract will not result in a reduction of County services. Furthermore, DRP evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this Contract. The Contractor was selected based upon the quality of its proposal without regard to race, creed, gender, or color.

The Contractor agrees to all standard contract provisions. County Counsel has approved the Contract as to form.

### **ENVIRONMENTAL DOCUMENTATION**

The services provided through this Contract will not have an effect on the environment and therefore, this Contract is exempt from CEQA, pursuant to Section 15378 (b) (4) of the CEQA Guidelines.

## **CONTRACTING PROCESS**

### Union Notification

Consistent with the provisions of the memorandum of understandings between the County and unions, DRP consulted the Service Employees International Union Local 721 (SEIU) and California Association of Professional Employees (CAPE) prior to the release of the Request for Proposals (RFP). SEIU had no objections to DRP moving forward with the solicitation. CAPE met with DRP for additional information and was satisfied with DRP's response to continue with the RFP process.

### Solicitation Outreach

The RFP was released on October 22, 2018, to all registered County vendors through the County of Los Angeles Internal Services Department registered vendor system. DRP also posted on its website, actively promoted on its social media platforms, and advertised on the American Planning Association Los Angeles Chapter website. In addition, DRP solicited input from other jurisdictions with similar ordinances and issued individual invitations to leading experts in the WCF consulting industry.

### Proposal Evaluation

DRP received two proposals from the following vendors by the November 29, 2018 deadline:

1. CityScape
2. Telecom Law Firm P.C. (Telecom)

Both proposals were deemed complete and met minimum requirements. A five-member evaluation committee (Committee), comprised of DRP and Department of Public Works staff, was formed to evaluate the proposals. Using the Informed Averaging method, the Committee objectively reviewed the proposals according to the evaluation criteria outlined in the RFP and took into consideration team qualifications, project management and project approach. In addition, DRP conducted reference checks and evaluated costs. Combining the scores of the business and cost proposals, Telecom ranked first and CityScape second.

### Contract Negotiation

DRP initiated contract negotiation with Telecom, which requested modification to the County's standard contract language related to insurance. Chief Executive Office Risk Management and County Counsel advised against accepting such change as it would expose the County to additional liability. Telecom was unwilling to proceed without the modification and the negotiation was terminated. DRP contacted CityScape, which accepted the County's contract terms without any exceptions.

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of this Contract will allow the County to complete a WCF Ordinance to properly regulate the WCFs in the unincorporated areas.

The Honorable Board of Supervisors

3/5/2019

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If you have any questions, please contact Ms. Hsiao-Ching Chen at (213) 974-6559 or via email at [hchen@planning.lacounty.gov](mailto:hchen@planning.lacounty.gov).

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Amy Bodek", with a long horizontal flourish extending to the right.

Amy J. Bodek, AICP

Director

AJB:JH:HC:el

c: Executive Office, Board of Supervisors  
Board Deputies  
Chief Executive Office  
County Counsel



**CONTRACT BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**CITYSCAPE CONSULTANTS, INC.**

**FOR**

**LOS ANGELES COUNTY WIRELESS COMMUNICATION FACILITY ORDINANCE**

**MARCH 2019**

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**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CITYSCAPE CONSULTANTS, INC.  
FOR  
LOS ANGELES COUNTY WIRELESS COMMUNICATION FACILITY ORDINANCE**

This Contract ("Contract") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the County of Los Angeles, hereinafter referred to as "County" and CityScape Consultants, Inc., hereinafter referred to as "Contractor." The Contractor is located at 7050 West Palmetto Park Road, #15-652, Boca Raton, Florida 33433.

**RECITALS**

WHEREAS, the County may contract with private businesses for planning consulting related services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing consulting services to local government on regulatory issues related to wireless communication facilities; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

WHEREAS, the Contractor has submitted a proposal to County in response to the Request for Proposals for the Los Angeles County Wireless Communication Facility (WCF) Ordinance (Ordinance) and the Contractor has been selected for recommendation for award of this Contract.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

**1 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or

interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

**Standard Exhibits:**

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Pricing Schedule
- 1.3 Exhibit C - Project Schedule
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - County's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibit G - Forms Required at the Time of Contract Execution
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - Safely Surrendered Baby Law

**2 DEFINITIONS**

**2.1 Standard Definitions:**

**2.1.1** The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1.1.1 **Contract:** This agreement executed between County and the Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.

2.1.1.2 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.

- 2.1.1.3 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.1.4 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.1.5 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to the Contractor in furtherance of the Contractor's performance of this contract, at any tier, under oral or written agreement.
- 2.1.1.6 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.1.7 **County Project Manager:** Person designated by County's Project Director to manage the operations under this contract.
- 2.1.1.8 **County Contract Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.1.9 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.
- 2.1.1.10 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.11 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract
- 2.1.1.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

### 3 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete, and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same shall be deemed to

be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

#### **4 TERM OF CONTRACT**

- 4.1 The term of this Contract shall be two (2) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to six (6) additional one (1) month period extensions, for a maximum Contract term of two (2) years and six (6) months. Each such extension option may be exercised at the sole discretion of the Director of Planning or her designee.

The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

- 4.3 The Contractor shall notify Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to Department at the address herein provided in Exhibit E - County's Administration.

#### **5 CONTRACT SUM**

##### **5.1 Total Contract Sum**

5.1.1 The "Maximum Contract Sum" (MCS) under this Contract shall be the total monetary amount that would be payable by the County to the Contractor for providing required work under this Contract for the term. The MCS is 181,500 including 10% (\$16,500) contingency. Total charges shall not exceed the amounts set forth in Exhibit B - Pricing Schedule.

##### **5.2 Written Approval for Reimbursement**

5.2.1 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

##### **5.3 Notification of 75% of Total Contract Sum**

5.3.1 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Department at the address herein provided in Exhibit E, County's Administration.

**5.4 No Payment for Services Provided Following Expiration-Termination of Contract**

5.4.1 The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration-termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

**5.5 Invoices and Payments**

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Schedule) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule).

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted to the following address:

Los Angeles County Department of Regional Planning  
320 West Temple Street, Room 1383  
Los Angeles, CA 90012

Attn: Hsiao-Ching Chen, Contract Manager  
[hchen@planning.lacounty.gov](mailto:hchen@planning.lacounty.gov)

**5.5.6 County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

**5.5.7 Local Small Business Enterprises – Prompt Payment Program**

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

**5.6 This Section is Intentionally Omitted**

**5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.7.2 Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.7.4 At any time during the duration of the agreement/contract, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

## **6 ADMINISTRATION OF CONTRACT - COUNTY**

### **6.1 County Administration**

6.1.1 A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

### **6.2 County's Project Director**

6.2.1 The role of the County's Project Director may include:

6.2.1.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

### **6.3 County's Project Manager**

6.3.1 The role of the County's Project Manager is authorized to include:

6.3.1.1 Meeting with the Contractor's Project Manager on a regular basis; and

6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

### **6.4 County's Contract Monitor**

6.4.1 The role of the County's Contract Monitor is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County's Contract Monitor reports to the County's Project Manager.

## **7 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor Administration**

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit F (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

### **7.2 Contractor's Project Manager**

7.2.1 The Contractor's Project Manager is designated in Exhibit F (Contractor's Administration). The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Project Manager and County's Contract Monitor on a regular basis.

### **7.3 Approval of Contractor's Staff**

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

### **7.4 This Section is Intentionally Omitted**

### **7.5 Background and Security Investigations**

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

- 7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.6 Confidentiality**

- 7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.

## **8 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

- 8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by The Director of Planning or his/her designee OR it may have to be executed by the Board of Supervisors.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of Planning.
- 8.1.3 The Director of Planning or his/her designee may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Board of Supervisors.

### **8.2 Assignment and Delegation**

- 8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest

themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.4 Any assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 Authorization Warranty**

8.3.1 The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

### **8.4 Budget Reductions**

8.4.1 In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

### **8.5 Complaints**

8.5.1 The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

#### **8.5.2 Complaint Procedures**

- 8.5.2.1 Within five (5) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to County's complaints.
- 8.5.2.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.2.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.2.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.2.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.2.7 Copies of all written responses shall be sent to the County's Project Manager within five (5) business days of mailing to the complainant.

## **8.6 Compliance with Applicable Law**

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under Paragraph 8.6

(Compliance with Applicable Law) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **8.7 Compliance with Civil Rights Laws**

8.7.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

## **8.8 Compliance with the County's Jury Service Program**

### **8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

### **8.8.2 Written Employee Jury Service Policy**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct

from the Employee's regular pay the fees received for jury service.

2. For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 Conflict of Interest**

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

## **8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List**

- 8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

## **8.11 Consideration of Hiring GAIN-GROW Participants**

- 8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements

to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## **8.12 Contractor Responsibility and Debarment**

### **8.12.1 Responsible Contractor**

A responsible Contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

### **8.12.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

### **8.12.3 Non-responsible contractor**

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

### **8.12.4 Contractor Hearing Board**

8.12.4.1 If there is evidence that the Contractor may be subject to debarment, the Department will notify the

Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- 8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes

supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- 8.12.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to subcontractors of County contractors.

### **8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law**

- 8.13.1 The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at [www.babysafela.org](http://www.babysafela.org).

### **8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

- 8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the

Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

### **8.15 County's Quality Assurance Plan**

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate Contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

### **8.16 Damage to County Facilities, Buildings or Grounds**

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

### **8.17 Employment Eligibility Verification**

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not

limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

### **8.18 Facsimile Representations**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

### **8.19 Fair Labor Standards**

8.19.1 The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

### **8.20 Force Majeure**

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless

such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

- 8.20.3 In the event contractor's failure to perform arises out of a force majeure event, contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 Governing Law, Jurisdiction, and Venue**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.22 Independent Contractor Status**

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

### **8.23 Indemnification**

8.23.1 The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

### **8.24 General Provisions for all Insurance Coverage**

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

#### **8.24.2 Evidence of Coverage and Notice to County**

**8.24.2.1** Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

**8.24.2.2** Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or sub-contractor insurance policies at any time.

**8.24.2.3** Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the

Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

**8.24.2.4** Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

**8.24.2.5** Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Department of Regional Planning  
320 West Temple Street, Room 1383  
Los Angeles, CA 90012  
Attention: Contract Manager

**8.24.2.6** Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

**8.24.3 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the

Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.24.4 Cancellation of or Changes in Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.24.5 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

#### **8.24.6 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

#### **8.24.7 Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

#### **8.24.8 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **8.24.9 Subcontractor Insurance Coverage Requirements**

Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

#### **8.24.10 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **8.24.11 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### **8.24.12 Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### **8.24.13 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office,

Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

**8.24.14 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

**8.24.15 County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

**8.25 Insurance Coverage**

**8.25.1 Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

**8.25.2 Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**8.25.3 Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days

advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

#### 8.25.4 **Professional Liability-Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

### **8.26 Liquidated Damages**

8.26.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in the Exhibit 2 (Performance Requirements Summary (PRS)) Chart Appendix B(Statement of Work Exhibits) hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the

Contractor; and/or (c) Upon giving five (5)-day notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in Paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 Most Favored Public Entity**

8.27.1 If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

## **8.28 Nondiscrimination and Affirmative Action**

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## **8.29 Non Exclusivity**

- 8.29.1 Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

## **8.30 Notice of Delays**

- 8.30.1 Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is

delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

### **8.31 Notice of Disputes**

8.31.1 The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director of Planning, or his/her designee shall resolve it.

### **8.32 Notice to Employees Regarding the Federal Earned Income Credit**

8.32.1 The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

### **8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

8.33.1 The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at [www.babysafela.org](http://www.babysafela.org).

### **8.34 Notices**

8.34.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director of Planning, or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.35 Prohibition Against Inducement or Persuasion**

8.35.1 Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or

persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.36 Public Records Act**

- 8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.37 Publicity**

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
- 8.37.1.1 The Contractor shall develop all publicity material in a professional manner; and
- 8.37.1.2 During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) shall apply.

### **8.38 Record Retention and Inspection-Audit Settlement**

8.38.1 The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is

less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **8.39 Recycled Bond Paper**

- 8.39.1 Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

### **8.40 Subcontracting**

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- 8.40.2.1 A description of the work to be performed by the subcontractor;
  - 8.40.2.2 A draft copy of the proposed subcontract; and
  - 8.40.2.3 Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this

Contract. The contractor is responsible to notify its subcontractors of this County right.

- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor shall ensure delivery of all such documents to:

Los Angeles County Department of Regional Planning  
320 West Temple Street, Room 1383  
Los Angeles, CA 90012  
Attn: Contract Manager

**8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program**

- 8.41.1 Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

**8.42 Termination for Convenience**

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes

effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

### **8.43 Termination for Default**

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

8.43.1.1 The Contractor has materially breached this Contract; or

8.43.1.2 The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

8.43.1.3 The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the

type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 Termination for Improper Consideration**

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The

report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **8.45 Termination for Insolvency**

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
  - 8.45.1.1 Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
  - 8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
  - 8.45.1.3 The appointment of a Receiver or Trustee for the Contractor; or
  - 8.45.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or

#### **8.46 Termination for Non-Adherence of County Lobbyist Ordinance**

- 8.46.1 The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.47 Termination for Non-Appropriation of Funds**

- 8.47.1 Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the

County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

**8.48 Validity**

8.48.1 If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

**8.49 Waiver**

8.49.1 No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.50 Warranty Against Contingent Fees**

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program**

8.51.1 The Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

**8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program**

8.52.1 Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of the Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

**8.53 Time Off for Voting**

8.53.1 The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

**8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking**

The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.

If a Contractor or member of contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

**8.55 This Section is Intentionally Omitted**

### **8.56 Compliance with Fair Chance Employment Practices**

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

### **8.57 Compliance with the County Policy of Equity**

Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

## **9 UNIQUE TERMS AND CONDITIONS**

### **9.1 This Section is Intentionally Omitted**

### **9.2 This Section is Intentionally Omitted**

### **9.3 Ownership of Materials, Software and Copyright**

9.3.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

9.3.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

- 9.3.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.3.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.3.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.4.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.4.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.3.6 All the rights and obligations of this Paragraph 9.3 shall survive the expiration or termination of this Contract.

#### **9.4 Patent, Copyright and Trade Secret Indemnification**

- 9.4.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.
- 9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:
- Procure for County all rights to continued use of the questioned equipment, part, or software product; or

- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.4.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

## 9.5 Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chair, Board of Supervisors

CONTRACTOR: (CityScape Consultants, Inc.)

By Richard L. Edwards   
Name

President  
Title

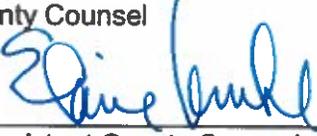
ATTEST:

Celia Zavala, Executive Officer  
of the Board of Supervisors

By \_\_\_\_\_

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By   
Assistant County Counsel

**EXHIBIT A**  
**STATEMENT OF WORK**

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## **1.0 INTRODUCTION**

### **1.1 Purpose**

The County of Los Angeles (“County”) Department of Regional Planning (“Department” or “DRP”) is seeking a qualified consultant (“Contractor”) to undertake a project that includes the preparation of:

- 1.1.1 A wireless communication facility (WCF) ordinance (“Ordinance”); and
- 1.1.2 The California Environmental Quality Act (CEQA) documentation supporting the County’s adoption of the ordinance; and
- 1.1.3 WCF design guidelines (“guidelines”).

### **1.2 Background**

WCF is not a use identified in the County’s Title 22 - Planning and Zoning Code. Therefore, the development standards of the similar use of radio and television stations and towers have been applied when reviewing and approving WCFs. In addition, the Department’s Subdivision & Zoning Ordinance Policy No. 01-2010 (for Wireless Telecommunication Facilities (“policy memo”) ([http://planning.lacounty.gov/assets/upl/data/ip\\_2010-01\\_sub-zon-ord.pdf](http://planning.lacounty.gov/assets/upl/data/ip_2010-01_sub-zon-ord.pdf)) (See Exhibit A-1) states that Conditional Use Permits are required for WCFs. Additionally, the policy memo establishes the application requirements, and guidelines for development and design. The WCF Ordinance and its guidelines will amend the County code to regulate WCF construction, operation and maintenance and the guidelines will replace the policy memo.

## **2.0 SCOPE OF WORK**

### **2.1 Ordinance**

2.1.1 The Ordinance will at minimum:

- Establish standards for the location, height and design of WCFs; and
- Include provisions to expedite the processing WCF cases. Such provisions may include ministerial reviews of certain facilities.

2.1.2 The Contractor will support County staff during the public hearing process such as answering technical questions related to the ordinance.

### **2.2 CEQA Analysis**

- The Contractor shall conduct CEQA analysis of the project and prepare appropriate CEQA documents such as an Environmental Impact Report if appropriate.
- Expediting or streamlining the processing of cases shall be considered when conducting CEQA analysis.

## **2.3 WCF Design Guidelines**

The guidelines will interpret the ordinance, include criteria and examples of acceptable WCF designs with consideration to facility type and location. The guidelines shall include diagrams, photos and other useful visual examples.

## **2.4 Public Outreach**

2.4.1 Ordinance Development. Contractor shall develop a plan for facilitating public input on the development of the ordinance to engage interested parties such as members of the public, property owners, and community and industry stakeholders; and implement said plan.

2.4.2 Ordinance Implementation. Contractor shall provide a plan, including preparation of materials and use of social media, for educating the public, property owners, and community and industry stakeholders on implementing the ordinance.

## **2.5 Training**

Contractor shall develop and implement a training plan including necessary training materials to train staff, Hearing Officers and the Regional Planning Commission.

## **3.0 QUALITY CONTROL**

Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Monitor for review. The plan shall include, but may not be limited to the following:

3.1 Method of monitoring to ensure that Contract requirements are being met;

3.2 A record of all monitoring activities performed by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

## **4.0 QUALITY ASSURANCE PLAN**

County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Paragraph 8.15, County's Quality Assurance Plan.

### **4.1 Progress Meetings/Conference Calls**

Contractor will participate in as-needed meetings or conference calls with County staff to ensure project progress and quality deliverables.

### **4.2 Contract Discrepancy Report**

Verbal notification of a Contract discrepancy will be made to the Contract Monitor as

soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Monitor will determine whether a formal Contract Discrepancy Report (see Exhibit A-2) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Monitor within three (3) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Monitor within five (5) workdays.

#### **4.3 County Observations**

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

### **5.0 RESPONSIBILITIES**

The County's and the Contractor's responsibilities are as follows:

#### **COUNTY**

##### **5.1 Personnel**

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include:

- 5.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 5.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 5.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8. Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

#### **CONTRACTOR**

##### **5.2 Project Manager**

- 5.2.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached Monday through Friday, except County holidays, from 8:00 AM to 5:00 PM.
- 5.2.2 Project Manager shall act as a central point of contact with the County.
- 5.2.3 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

### **5.3 Personnel**

5.3.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.

5.3.2 Contractor may be required to background check their employees as set forth in sub-paragraph 7.5 – Background and Security Investigations, of the Contract.

### **5.4 Materials and Equipment**

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

### **5.5 Contractor's Office**

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8 a.m. to 5:00 p.m., Monday through Friday, except County holidays, by at least one employee who can respond to inquiries related to the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall return calls within one business day.

## **6.0 HOURS/DAY OF WORK**

Contractor will be available Monday through Friday, except County holidays, from 8:00 AM to 5:00 PM to respond to County inquiries. County may require the Contractor to make presentations or attend meetings during flexible, non-traditional hours in accordance with the public outreach plan(s).

## **7.0 UNSCHEDULED WORK**

7.1 Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. In any case, no unscheduled work shall commence without written authorization.

7.2 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.

7.3 County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

## **8.0 GREEN INITIATIVES**

8.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

8.2 Contractor shall notify County Project Manager of Contractor's new green initiatives prior to the contract commencement.

**EXHIBIT A-1**  
**POLICY NO. 01-2010**  
**REGARDING**  
**WIRELESS TELECOMMUNICATION FACILITIES**

# DEPARTMENT OF REGIONAL PLANNING

## Memorandum

July 26, 2010

TO: DRP Staff

FROM: Richard Bruckner  
Director



**Subject: Subdivision & Zoning Ordinance Policy No. 01-2010  
Wireless Telecommunications Facilities**

This memo establishes policies and guidelines regarding permits for the siting and maintenance of wireless telecommunications facilities (hereinafter titled *wireless facilities*). Currently, Regional Planning processes applications for a wireless facility, as conditional use permit (CUP) applications because they are deemed to be similar to radio and television towers, which are specifically identified as a type of use in the Zoning Ordinance, and which require a CUP. Rather than establishing an ordinance to deal specifically with wireless facilities while the FCC decision and there are potential court cases which may impact local land use decision cases, it is necessary to establish policies and guidelines to help interpret the broad and general parameters of the burden of proof set forth in the Zoning Ordinance for obtaining a CUP and to identify necessary application materials when reviewing and processing wireless facility applications. Guidelines allow for flexibility to change at a later time, pending the outcome of the decision challenges.

This memo is necessary for planners to accurately and consistently advise applicants regarding the processing and recommended development guidelines of wireless facilities. This memo provides definitions, permit requirements, additional application materials and development guidelines, including guidelines for wireless facilities within right-of-ways.

These guidelines shall apply to all proposals for new facilities and upon expiration of a conditional use permit for a wireless facility that was issued prior to this memorandum, the facilities shall be subject to these guidelines.

### **Definitions**

**Antenna** - One or more rods, panels, discs or similar devices used for the transmission or reception of radio frequency signals, which may include omni-directional antennas (whip), directional antennas (panel), and parabolic antennas (dish), but excluding any support structure.

**Camouflage** - Concealment of a wireless facility through incorporation into architectural design of a building or structure or by utilizing design and siting techniques that disguise the wireless facility as a structure or object other than a wireless facility. The structure or object shall either be already present in the area or blend in with the existing environment. Examples of

camouflage techniques include, but are not limited to, bell or clock towers, bell steeples, monument signs, water tanks, light poles and flag poles. The use of monopines, monopalms or other monotree types shall not be considered appropriate camouflage unless integrated into the surrounding landscape with the use of live trees, new or existing structures or other design features.

**Co-location** - The placement of portions of two or more wireless facilities on the same building, tower, pole, freestanding sign, or other structure.

**Ground-mounted** - The placement of a wireless facility or its antennas upon the ground, or on a lattice tower, mono-pole, utility pole, tower or other structure such as, but not limited to, a freestanding sign, which is erected on the ground. Ground-mounted includes structures built solely or primarily for the purpose of housing or locating a wireless facility, or upon a foundation or platform that is three feet or less above ground.

**Monopalm or monopine** - A structure containing a wireless facility or antenna(s), disguised as a palm tree or a pine tree.

**Monopole** means a freestanding structure composed of a single pole without guy wires and ground anchors and used primarily to support a wireless facility.

**Monorock** means a wireless facility disguised to resemble one or a grouping of rocks.

**Monotree** - Any type of artificial tree used for disguising a wireless facility. Monotrees include monoshrubs, which are a wireless facility or antenna(s) disguised to resemble one or a grouping of shrubs or bushes.

**Public right-of-way or right-of-way** - Any street, local street or highway, currently laid out or dedicated, and the space on, above or below it, under the jurisdiction of the County.

**Screen or screened** - Concealment of a wireless facility from view at ground level from adjacent properties and the right-of-way. The placement of a stucco wall in front of a wireless facility generally shall not be considered an appropriate screen unless architecturally integrated into an existing structure as determined by the Hearing Officer or Planning Commission.

**Structure-mounted** - The placement of a wireless facility upon the roof or side of a building, or upon the top, side or inside of a fully enclosed structure such as, but not limited to, a steeple, tower, monument sign, or water tank. For purposes of this definition, the term "structure" shall exclude a foundation or platform that is three feet or less above ground or a structure built solely or primarily for the purpose of housing or locating a wireless facility - these are considered ground-mounted facilities.

**Support structure** - Any type of structure or pole on which a wireless facility, or a portion thereof, is mounted.

**Wireless facility** - A ground-mounted or structure-mounted antenna, with any necessary appurtenance, such as an equipment box, cabinet, pedestal or vault. The facility is used to send or receive radio frequency transmissions for mobile or fixed telephone or data transmission service to provide wireless telecommunication services to the public; as may be described in the

Communications Act of 1934, as amended by the Telecommunications Act of 1996, or as otherwise authorized by the Federal Communications Commission.

### **Permit Required**

A wireless facility requires approval of a conditional use permit (CUP) in all zones and within the public right-of-way. A CUP requires public notification and a public hearing before the Hearing Officer or Planning Commission. The Director shall make the determination if the application will be heard by the Hearing Officer or Planning Commission.

### **Additional Application Materials**

Section 22.56.030.A.11 of the Zoning Ordinance allows the Director to request application materials deemed necessary in addition to those listed in section 22.56.030. For wireless facilities, in addition to all application requirements for a CUP, the applicant shall provide a written explanation, and documentation of, the following:

- A. That the proposed wireless facility is necessary to close a significant gap in coverage in the applicant's service;
- B. Except where the wireless facility is proposed to be co-located with one or more existing authorized wireless facilities that the applicant has undertaken and completed a good-faith effort to inventory all wireless facilities within one-quarter mile of the proposed site and to co-locate the proposed facility on the site of another such facility;
- C. That the proposed site is the least intrusive site that is available in the coverage area that is capable of closing the significant coverage gap in terms of visual and aesthetic impacts; and
- D. Documentation that the wireless facility as proposed is expected to comply with FCC limits and guidelines on RF emissions.

### **Development Guidelines**

#### **Height**

- A. A structure-mounted wireless facility shall not exceed the maximum height allowed in the applicable zone, or 16 feet above the building roof line, whichever is higher.
- B. If the proposed wireless facility is located in a CSD, the height shall not exceed the applicable height limit for the CSD, and any CSD area height standards that apply to the subject property. If the proposed facility is not within a CSD, Height A shall apply.
- C. A ground-mounted wireless facility, not located on a public right-of-way, shall not exceed the maximum height allowed in the applicable zone. The maximum permitted height is 75 feet.
- D. For wireless facilities located within public rights-of-ways, see Development Guidelines for Highways and Rights-of-Way below.

#### **Setback Requirements for Structure-Mounted Facilities**

- A. Unless screened, the wireless facility and equipment boxes are to be set back from the roof's edges and parapet walls to the maximum extent possible to minimize their visual impact from public rights-of-way and adjacent properties.

#### **Roof Coverage Limits for Structure-Mounted Facilities**

- A. Unless screened and not visible from ground level, the total of all structure-mounted wireless facilities (antennae and equipment) located on one roof shall not cover more

than 10 percent of the total area of the roof.

Design

- A. All wireless facilities shall use camouflage techniques to minimize visual impacts and provide appropriate screening.
- B. Depending on the proposed site and surroundings, certain camouflage techniques may be deemed by the Director as ineffective or inappropriate and alternate techniques may be required.
- C. The following is a menu of camouflage techniques that should be considered; this list is not all inclusive: monopole, flagpole, monotree, monorock, bell or clock tower, steeple, penthouse, monument sign, finish, and underground placement of appurtenant equipment. A wireless facility that proposes to use one of these techniques as listed below shall comply with the following design standards:
  1. *Monopole*: A monopole installation shall be situated so as to utilize existing natural or man-made features including topography, vegetation, buildings or other structures to provide the greatest amount of visual screening.
  2. *Flagpole*: A wireless facility may be mounted upon a flagpole that bears the national, state, and/or local government flags. Flagpole wireless sites that fly the national flag shall comply with United States Code Title 4, Chapter 1 as to flag maintenance and lighting. All other flags, signs, pennants, banners, streamers, balloons, graphic markings, and other attention-getting devices on a wireless facility shall be prohibited, with the exception of public safety devices required by law.
  3. *Monotree*: It shall be of a type of tree compatible with those existing in the immediate area of the installation. If no trees exist within the immediate area, the applicant shall create a landscape setting that integrates the monotree with added trees of similar height and type. Antennas shall be painted or covered to match their background (branches or trunk). The antennas shall not extend beyond the monotree branches or fronds. There shall be ample branch coverage to hide the antennas from view as effectively as possible. Faux bark cladding shall be provided from the ground to five feet beyond where the faux branches begin; above the faux bark shall be flat non-reflective brown paint to match the bark. Additional camouflage may be required, depending on the type and design of mono-tree proposed.
  4. *Monorock*: The proposed screen shall match in color and scale other rock outcroppings in the general vicinity of the proposed project site. A monorock screen may not be considered appropriate in areas that do not have natural rock outcroppings.
  5. *Finish*: The finished surface of the wireless facility shall not be glossy or reflective in nature unless such a finish is necessary to blend into existing design features. The finish shall be graffiti-resistant and shall have a color that blends in with the immediately surrounding environment.
- D. *Structure-Mounted*: A structure-mounted wireless facility may be required to be integrated into the building's or structure's architecture through design, color, and texture and/or be fully screened.
- E. *Ground-Mounted*: Appurtenant equipment boxes shall be screened or camouflaged.

#### Underground Requirement

- A. Wireless facilities located along a scenic highway, in an SEA, within 250 feet of an SEA, or on a significant ridgeline are discouraged, however if they are to be placed in these locations, they shall be placed underground, unless the applicant provides documentation to the Director that undergrounding is infeasible. If undergrounding is infeasible, the facility shall be fully screened with landscaping and/or other camouflaging techniques and designed in a way not to impact biotic resources in the area.

#### Co-Location

- A. Newly installed monopoles and towers shall be constructed so as to physically and structurally allow co-location of at least one other wireless facility.
- B. On co-located wireless facilities, the electric meters for all of the facilities shall be placed on one pedestal or at one location, whenever possible.
- C. Co-locations shall use screening methods similar to those used on the existing wireless facility.

#### Security

- A. Provide fencing, gates, and/or locks to secure the wireless facility from access by all persons other than authorized personnel.

#### Fencing and Walls

- A. All fencing or walls used for screen or securing a wireless facility shall be composed of wood, vinyl, stone, concrete, stucco or wrought iron. Chain links, chain link with slats, barbed and other types of wire fencing are prohibited.
- B. When the wireless facility's fences or walls are visible from the public right-of-way, landscaping shall be provided to screen the fence or wall from the street. A minimum planter width of five feet shall be provided.

#### Lighting

- A. Any exterior lighting for wireless facilities shall be fully shielded.
- B. Antenna lighting is prohibited.
- C. Beacon lights are prohibited unless required by the FAA.

#### Sensitive Use

- A. Any wireless facility located on school grounds, a day care facility, or in a park or recreational area, shall be isolated from and not intrusive on the educational or recreational activities at such location. Whenever practicable, the facility shall be located the furthest distance from the center of activity of the use on the lot.
- B. The applicant shall provide the name, address, and telephone number of the service provider, which shall be displayed on the grounds of the property of the sensitive use where the wireless facility is located.

#### Displacement of Required Parking

- A. Placement of a wireless facility in a parking lot or parking structure may not cause a reduction in the required parking spaces to below the number required for the existing use on the subject property.

#### Maintenance

- A. All wireless facilities shall be maintained in good condition and repair, and shall remain

- free of general dirt and grease, chipping, fading, peeling or cracked paint, and free of cracks, dents, blemishes and discoloration.
- B. Rust and corrosion shall not be visible on any unpainted metal areas.
- C. All landscaping provided as screening shall be maintained at all times and shall be promptly replaced if needed.

Graffiti

- A. The wireless facility shall remain free of graffiti. Any and all graffiti shall be removed by the operator or property owner within 48 hours.

Removal

- A. The operator of a wireless facility shall remove such facility within six months after its lawful operation has ceased, and restore the site as nearly as practicable to its original condition.

Compliance Reports

- A. The applicant shall submit on an annual basis, reports to the Department to show compliance with the maintenance and removal conditions.

Federal Communications Commission (FCC)

- A. Upon completion of construction of all wireless facilities, the applicant shall submit written certification that the radio frequency electromagnetic emissions levels comply with adopted Federal Communications Commission (FCC) limitations for general population/uncontrolled exposure to such emissions when operating at full strength and capacity.

**Development Guidelines in Highways and Public Right-of-Ways**

In addition to the development standards listed above, wireless facilities located on, under, or projecting onto any highway or public right-of-way shall also comply with the following:

Ground-Mounted Facility

- A. When installed in a parkway or other landscaped area, the wireless facility owner shall install drought-tolerant landscaping immediately surrounding the installation or restore any existing landscaping and irrigation system disturbed by the installation.
- B. The installed or restored landscaping shall be consistent with the existing landscaping in the immediate vicinity.

Underground Requirement

- A. All appurtenant wireless facility equipment that is not structure-mounted shall be placed underground, unless the applicant provides documentation to the Director that undergrounding is infeasible.
- B. If the underground requirement is waived due to infeasibility:
  - 1. For wireless facilities in non-urban areas - the equipment shall be fully screened with or camouflaged to resemble locally existing natural materials.
  - 2. For wireless facilities in urban areas - concrete pads for the appurtenant equipment shall be a color that is consistent with adjacent surrounding sidewalks. Where there is no existing sidewalk, concrete pads shall be earth-tone color that is consistent with existing surrounding earth.

Height

- A. The height of a wireless facility shall not exceed 50 feet, regardless of the height of any existing structure located within the public right-of-way.

Placement

- A. The placement of wireless facilities shall not interfere with the public's unobstructed use of highways, sidewalks or trails, or unobstructed access from private property to highways and other public access.

Encroachment Permit

- A. In addition to obtaining a conditional use permit from the Department of Regional Planning for a wireless facility, the applicant shall obtain an encroachment permit from the Department of Public Works.

Relocation

- A. The Department of Public Works may require wireless facilities to relocate due to street improvement projects and undergrounding of utilities. The cost of relocation of wireless facilities due to such projects shall be fully borne by the owner, operator, or permittee of the wireless facilities involved.

RB:RCH:KMS:ASP

**EXHIBIT A-2**

**CONTRACT DISCREPANCY REPORT**

**TO:**

**FROM:**

**DATES:**      **Prepared:** \_\_\_\_\_

**Returned by Contractor:** \_\_\_\_\_

**Action Completed:** \_\_\_\_\_

**DISCREPANCY PROBLEMS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of County Representative

\_\_\_\_\_

Date

**CONTRACTOR RESPONSE (Cause and Corrective Action):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Contractor Representative

\_\_\_\_\_

Date

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Contractor Representative

\_\_\_\_\_

Date

**COUNTY ACTIONS:** \_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date \_\_\_\_\_

Contractor Representative's Signature and Date \_\_\_\_\_

**EXHIBIT B - PRICING SCHEDULE**

**&**

**EXHIBIT C - PROJECT SCHEDULE**

Task	Description	Timeline	Cost
<b>PHASE 1:</b> ▪ <b>Initial Workshop/Staff Meeting</b>	Preparation of a wireless communication workshop presenting an overview of the project, Federal and State regulations prompting the necessity of new ordinance, design options for consideration.	6-8 weeks	\$15,000
▪ <b>Project Status Teleconferences</b>	Recurring teleconferences between County and CityScape for project status updates	Recurring TBD	\$0
▪ <b>Draft Ordinance</b>	Begin initial draft of regulations. Redline version will circulate through all various departments and stakeholders.	10 – 14 weeks	\$300/hourly Not to exceed \$50,000
▪ <b>Draft Design Guidelines</b>	This document will circulate amongst various departments within the County and CityScape and will present infrastructure design options available.	8 – 12 weeks	\$300/hourly Not to exceed \$20,000
▪ <b>Preparation of CEQA Documentation</b>	Research and preparation of the CEQA support documents	10 – 14 weeks	\$300/hourly Not to exceed \$25,000
▪ <b>County/Public/Stakeholder Workshop(s)</b>	CityScape will be available for workshop(s) to present draft decisions for design standards and zoning hierarchy, including wireless industry commentary.	# of Workshops to be determined	\$5,000/each Est. \$40,000
▪ <b>Final Documents</b>	CityScape will prepare and present final documents to the County	6 – 8 weeks	\$300/hourly Not to exceed \$5,000
▪ <b>Training</b>	Develop and implement a training plan including training materials and site application.	4 – 8 weeks	\$10,000
	Est. Project Timeline	44 – 64 weeks	Not to exceed \$165,000

## CONTRACTOR'S EEO CERTIFICATION

CityScape Consultants, Inc.

Contractor Name

7050 West Palmetto Park Road, #15-652, Boca Raton, Florida 33433

Address

65-0774658

Internal Revenue Service Employer Identification Number

### GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

### CONTRACTOR'S SPECIFIC CERTIFICATIONS

- |  |   |                             |
|--|---|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Richard L. Edwards, President

Authorized Official's Printed Name and Title



Authorized Official's Signature

2/14/2019

Date

## COUNTY'S ADMINISTRATION

### COUNTY PROJECT DIRECTOR:

Name: Dennis Slavin

Title: Chief Deputy Director

Address: 320 W Temple Street 13<sup>th</sup> Floor, Los Angeles, CA 90012

Telephone: 213-974-6405

E-Mail Address: dslavin@planning.lacounty.gov

### COUNTY PROJECT MANAGER:

Name: Bruce Durbin

Title: Supervising Regional Planner

Address: 320 W Temple Street 13<sup>th</sup> Floor, Los Angeles, CA 90012

Telephone: 213-974-6432

E-Mail Address: bdurbin@planning.lacounty.gov

### COUNTY CONTRACT MONITOR:

Name: Hsiao-Ching Chen

Title: Contract Manager

Address: 320 W Temple Street 13<sup>th</sup> Floor, Los Angeles, CA 90012

Telephone: 213-974-6559

E-Mail Address: hchen@planning.lacounty.gov

## CONTRACTOR'S ADMINISTRATION

**CONTRACTOR'S NAME:** CityScape Consultants, Inc.

**CONTRACTOR'S PROJECT MANAGER:**

Name: Elizabeth Herington-Smith

Title: \_\_\_\_\_

Address: 7050 West Palmetto Park Road, #15-652, Boca Raton, Florida 33433

Telephone: 877-438-2851

E-Mail Address: elizabeth@cityscapegov.com

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: Richard L. Edwards

Title: President

Address: 7050 West Palmetto Park Road, #15-652, Boca Raton, Florida 33433

Telephone: 877-438-2851

E-Mail Address: \_\_\_\_\_

**Notices to Contractor shall be sent to the following:**

Name: Elizabeth Herington-Smith

Title: \_\_\_\_\_

Address: 7050 West Palmetto Park Road, #15-652, Boca Raton, Florida 33433

Telephone: 877-438-2851

E-Mail Address: elizabeth@cityscapegov.com

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME CityScape Consultants, Inc. Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

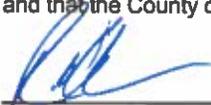
Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:  DATE: 2 / 14 / 2019

PRINTED NAME: Richard L. Edwards

POSITION: President

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

**SAFELY SURRENDERED BABY LAW**



# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

